

宝马中国资本有限责任公司
2024 年第一期中期票据（债券通）
申购区间与申购提示性说明
（“申购说明”）

BMW China Capital B.V.
2024 Medium Term Notes (Series 1) (Bond Connect)
Subscription Period and Subscription Indicative Statement
(the “Terms of Subscription”)

一、 重要提示

Important Notice

- 1、经中国银行间市场交易商协会中市协注〔2022〕MTN615 号文件批准，宝马中国资本有限责任公司（以下简称“**发行人**”）将在全国银行间债券市场公开发行“宝马中国资本有限责任公司 2024 年第一期中期票据（债券通）”（以下简称“**本期债券**”）。本期债券包含两个品种，即债券期限为两（2）年的本期债券（品种一）（以下简称“**本期债券（品种一）**”）与债券期限为三（3）年的本期债券（品种二）（以下简称“**本期债券（品种二）**”）。本期债券由宝马股份公司（Bayerische Motoren Werke Aktiengesellschaft，以下简称“**担保人**”）提供无条件且不可撤销的担保。

Based on the approval issued by the National Association of Financial Market Institutional Investors (NAFMII Registration No. [2022] MTN615), BMW China Capital B.V. (the “**Issuer**”) will issue BMW China Capital B.V. 2024 Medium Term Notes (Series 1) (Bond Connect) (the “**Bonds**”) on the China Interbank Bond Market, which includes the Bonds of which the tenor is two (2) years (the “**Tranche 1 Bonds**”) and the Bonds of which the tenor is three (3) years (the “**Tranche 2 Bonds**”). The payment obligations under the Bonds are unconditionally and irrevocably guaranteed by Bayerische Motoren Werke Aktiengesellschaft (the “**Guarantor**”).

- 2、本次发行采用主承销商（如下定义）簿记建档、集中配售、指定账户收款的方式。中国银行股份有限公司作为牵头主承销商，中国工商银行股份有限公司作为联席主承销商（与牵头主承销商合称为“**主承销商**”），组织承销团承销本期债券。中国银行股份有限公司作为牵头簿记管理人，中国工商银行股份有限公司作为联席簿记管理人，负责簿记建档工作。中国银行股份有限公司作为发行人指定的债券配售人，承担债券配售职责。

The issuance will be made through bookbuilding, centralized allocation and settlement to designated accounts by the Principal Underwriters (as defined below). Bank of China Limited, as the Lead Underwriter, and Industrial and Commercial Bank of China Limited, as the Joint Lead Underwriter (collectively with the Lead Underwriter as the “**Principal Underwriters**”), will organize the syndicate for underwriting the Bonds. Bank of China Limited, as the Lead Bookrunner, and Industrial and Commercial Bank of China Limited, as the Joint

Bookrunner, are in charge of bookbuilding. Bank of China Limited, as the Bond Allocation Manager appointed by the Issuer, is in charge of allocation of the Bonds

- 3、本期债券申购期间为 2024 年 6 月 17 日上午 9:00 至 2024 年 6 月 17 日下午 6:00。各承销商请详细阅读本《申购说明》。

The subscription period for the Bonds is from 9:00 am on 17 June 2024 to 6:00 pm on 17 June 2024. Each underwriter shall carefully read this Terms of Subscription.

- 4、发行人在发行中采取动态调整机制以确定发行金额。

本期债券（品种一）的基础发行金额为人民币 15 亿元，发行金额上限为人民币 20 亿元（受限于簿记建档结果）。

本期债券（品种二）的基础发行金额为人民币 15 亿元，发行金额上限为人民币 20 亿元（受限于簿记建档结果）。

每家承销商基本承销额 （如有）。

The Issuer has adopted the dynamic adjustment mechanism in the offering to determine the issuance amount.

For the Tranche 1 Bonds, the basic offering amount is RMB1.5 billion and the maximum offering amount is RMB2.0 billion, subject to bookbuilding results.

For the Tranche 2 Bonds, the basic offering amount is RMB1.5 billion and the maximum offering amount is RMB2.0 billion, subject to bookbuilding results.

The basic subscription amount of each underwriter is (if any)

- 5、本期债券（品种一）的期限为两（2）年。

本期债券（品种二）的期限为三（3）年。

For the Tranche 1 Bonds, the tenor is two (2) years.

For the Tranche 2 Bonds, the tenor is three (3) years.

- 6、本期债券按面值发行。

本期债券（品种一）的申购利率区间为 2.10% - 2.70%。

本期债券（品种二）的申购利率区间为 2.19% - 2.79%。

申购利率时按由低到高的顺序填写，申购利率的最小报价单位为 0.01%。

The Bonds will be issued at par.

For the Tranche 1 Bonds, the subscription interest rate range is 2.10% - 2.70%.

For the Tranche 2 Bonds, the subscription interest rate range is 2.19% - 2.79%.

Subscription interest rates shall be provided in the order from the lowest to the highest with the smallest interest rate quotation unit of 0.01%.

- 7、承销商提交的簿记申购金额为实际需求金额。

The subscription amount for bookbuilding provided by each underwriter should be based on its actual order amount.

- 8、在本《申购说明》中，工作日是指中国北京的商业银行可以开展对公业务，并且登记托管机构可以进行债券交易、清算和结算业务的日期（中国法定节假日除外）。

Business Day specified in the Terms of Subscription shall mean a day (other than a statutory holiday in the PRC) on which commercial banks are open for corporate business in Beijing, the PRC and the Registration and Custody Institution is open for trading, clearing and settlement of bonds.

- 9、本次簿记建档仅接收承销商的《申购要约》。其他投资者请通过承销商购买本期债券。

During the bookbuilding, only Subscription Orders submitted by underwriters will be accepted. Other investors shall subscribe the Bonds through the underwriters.

- 10、本次簿记建档截止后将停止接收承销商的《申购要约》，敬请留意。

Please note that after the bookbuilding ends, no more Subscription Orders from any underwriters shall be accepted.

二、 本期债券的主要条款

Key Terms of the Bonds

- 1、 本期债券名称

Name of the Bonds

宝马中国资本有限责任公司 2024 年第一期中期票据（债券通）

BMW China Capital B.V. 2024 Medium Term Notes (Series 1) (Bond Connect)

- 2、 本期债券发行金额

Offering Amount of the Bonds

发行人在发行中采取动态调整机制以确定发行金额。

本期债券（品种一）的基础发行金额为人民币 15 亿元，发行金额上限为人民币 20 亿元（受限于簿记建档结果）。

本期债券（品种二）的基础发行金额为人民币 15 亿元，发行金额上限为人民币 20 亿元（受限于簿记建档结果）

The Issuer has adopted the dynamic adjustment mechanism in the offering to determine the issuance amount.

For the Tranche 1 Bonds, the basic offering amount is RMB1.5 billion and the maximum offering amount is RMB2.0 billion, subject to bookbuilding results.

For the Tranche 2 Bonds, the basic offering amount is RMB1.5 billion and the maximum offering amount is RMB2.0 billion, subject to bookbuilding results

- 3、 本期债券期限

Tenor of the Bonds

本期债券（品种一）的期限为两（2）年。

本期债券（品种二）的期限为三（3）年。

For the Tranche 1 Bonds, the tenor is two (2) years.

For the Tranche 2 Bonds, the tenor is three (3) years.

4、利率（价格）/利率（价格）区间

Interest Rate (Price)/Interest Rate (Price) Range

本期债券（品种一）的申购利率区间为 2.10% - 2.70%。

本期债券（品种二）的申购利率区间为 2.19% - 2.79%。

For the Tranche 1 Bonds, the subscription interest rate range is 2.10% - 2.70%.

For the Tranche 2 Bonds, the subscription interest rate range is 2.19% - 2.79%.

5、本期债券面值

Denomination

本期债券面值为人民币 100 元，即本期债券的每一记账单位所对应的票据本金为人民币 100 元。

The Bonds will be issued in denominations of RMB100, i.e. with each accounting entry for a Note being RMB100.

6、本期债券簿记建档日：2024 年 6 月 17 日

Date of Bookbuilding: 17 June 2024

7、本期债券分销日：2024 年 6 月 17 日至 2024 年 6 月 19 日

Distribution Dates: from 17 June 2024 to 19 June 2024

8、本期债券缴款日：2024 年 6 月 19 日

Settlement Date: 19 June 2024

9、本期债券首个交易日：2024 年 6 月 20 日

First Trade Date: 20 June 2024

10、本期债券付息日

Interest Payment Dates

本期债券（品种一）的付息日为 2025 年 6 月 19 日和 2026 年 6 月 19 日。

本期债券（品种二）的付息日为 2025 年 6 月 19 日、2026 年 6 月 19 日和 2027 年 6 月 19 日。

如付息日为非工作日，则顺延至其后的第一个工作日。每次顺延期间不另计利息

For the Tranche 1 Bonds, the interest payment dates are 19 June 2025 and 19 June 2026.

For the Tranche 2 Bonds, the interest payment dates are 19 June 2025, 19 June 2026 and 19 June 2027.

If an interest payment date falls on a day that is not a Business Day, it will be postponed to the next Business Day. Additional interest will not be paid as a

result of each such postponement in payment

11、本期债券兑付日

Maturity Date

本期债券（品种一）的兑付日为 2026 年 6 月 19 日。

本期债券（品种二）的兑付日为 2027 年 6 月 19 日。

如任一兑付日为非工作日，则顺延至其后的第一个工作日。每次顺延期间本期债券的本金不另计利息。

For the Tranche 1 Bonds, the maturity date is 19 June 2026.

For the Tranche 2 Bonds, the maturity date is 19 June 2027.

If a maturity date falls on a day that is not a Business Day, it will be postponed to the next Business Day. Additional interest will not be paid on the principal of the Bonds as a result of any such postponement in payment.

12、本期债券本息兑付方法

Method of Payment of Principal and Interest

本期债券于每个付息日支付利息。本期债券的本金应在兑付日一次性偿还。本期债券的付息和兑付，按照上海清算所的有关规定，由上海清算所代理完成。

Interest on the Bonds shall be paid on each Interest Payment Date. The principal of the Bonds shall be paid in one lump sum on the Maturity Date. The interest and principal payable in respect of the Bonds shall be made in accordance with the rules of the Shanghai Clearing House, and shall be completed by the Shanghai Clearing House.

如果任一付息日或兑付日为非工作日，则发行人不会在该日期支付利息或本金，且债券持有人也不会收到该等支付金额，支付顺延至该日的下一工作日。在本期债券存续期限内，发行人应在付息日或兑付日（视情况而定）的至少前五（5）个工作日通过指定披露方式披露《付息公告》或《兑付公告》。

If any Interest Payment Date or Maturity Date is not a Business Day, the Bondholders will not be paid such interest or principal until the next following Business Day nor will they receive any interest or other sum in respect of such postponed payment. The Issuer shall, for so long as the Bonds are outstanding, at least five (5) Business Days prior to any Interest Payment Date or Maturity Date (as the case may be), disclose an “Interest Payment Notice” or “Redemption at Maturity Notice” through the Designated Disclosure Methods.

发行人或其代表依据发行人和上海清算所有关协议的约定向上海清算所或其代理人作出的对上海清算所登记的本期债券账户持有人的支付，即在所有方面构成发行人在本期债券下对上述支付金额的所有义务和负债的免除及完成。

Any payment made by or on behalf of the Issuer to the Shanghai Clearing House or its agent pursuant to the relevant agreement between the Issuer and the Shanghai Clearing House for the account of a person in whose name any of the

Bonds are, at the time such payment is made, registered in the register held by the Shanghai Clearing House, constitutes for all purposes the discharge of the Issuer, to the extent of such payment, of all obligations and indebtedness in respect of the Bonds in relation to which such payment was made.

13、发行方式

Offering Method

本期债券将通过公开发行的方式发售。

The Bonds will be offered through public offering.

14、信用评级机构及信用评级结果

Credit Rating Agency and Result of Credit Rating

本期债券未被任何中国信用评级机构评级。

The Bonds were not rated by any credit rating agency in the PRC.

15、托管形式

Form of the Custody

本期债券采用实名记账制方式发行，由上海清算所统一托管。

The Bonds will be issued in real name book-entry form, to be centrally held in custody by the Shanghai Clearing House.

三、申购区间

Subscription Range

本期债券（品种一）的申购利率区间为 2.10% - 2.70%。

本期债券（品种二）的申购利率区间为 2.19% - 2.79%。

For the Tranche 1 Bonds, the subscription interest rate range is 2.10% - 2.70%.

For the Tranche 2 Bonds, the subscription interest rate range is 2.19% - 2.79%.

四、申购时间

Subscription Period

本期债券的申购期间为 2024 年 6 月 17 日上午 9:00 至 2024 年 6 月 17 日下午 6:00。就本期债券的每一品种，承销商须在上述规定的申购期间内通过集中簿记建档系统向牵头簿记管理人提交宝马中国资本有限责任公司 2024 年第一期中期票据（债券通）申购要约（简称“《申购要约》”），申购时间以在集中簿记建档系统中将《申购要约》提交至牵头簿记管理人的时间为准。

The subscription period for the Bonds is from 9:00 am on 17 June 2024 to 6:00 pm on 17 June 2024. Each underwriter shall submit a Subscription Order for the BMW China Capital B.V. 2024 Medium Term Notes (Series 1) (Bond Connect) (a “**Subscription Order**”) for each tranche of the Bonds to the Lead Bookrunner within the subscription period via centralized bookbuilding system. The subscription time should be the time at which the Subscription Order is received by the bookbuilding department of the Lead Bookrunner via the

centralized bookbuilding system.

簿记建档时间经披露后，原则上不得调整。如遇不可抗力、技术故障，经发行人与簿记管理人协商一致，可延长一次簿记建档截止时间，延长时长应不低于 30 分钟，延长后的簿记建档截止时间不晚于 2024 年 6 月 17 日下午 6:30。

The bookbuilding period, once disclosed, shall in principle not be adjusted. In the event of force majeure or technology breakdowns, upon agreement between the Issuer and Bookrunners, the bookbuilding period can be extended once for a session of no less than 30 minutes, and the extended bookbuilding period may not be set beyond 6:30 pm on 17 June 2024.

五、 申购程序

Subscription Process

- 1、 承销商按本《申购说明》的具体要求，正确填写《申购要约》，并在本《申购说明》要求的时间内，通过集中簿记建档系统向牵头簿记管理人提交《申购要约》。

Underwriters shall fill in Subscription Orders based on this Terms of Subscription and submit Subscription Orders to the Lead Bookrunner within the timeframe indicated in this Terms of Subscription via the centralized bookbuilding system.

- 2、 各承销商应根据自己的判断，在本说明前述规定的申购利率区间内自行确定申购价位，每家承销商可报出不超过 20 个意愿申购价位及相应的申购金额。每个价位所对应的申购金额即为该承销商在该价位愿意投资的需求，所有价位的申购金额为该承销商愿意投资的总需求。

Each underwriter shall, based on its own judgment, determine the subscription interest rates within the subscription interest rate range stated in the aforementioned terms, and each underwriter may quote no more than 20 subscription interest rates with the corresponding subscription amounts. The subscription amount at each subscription interest rate shall correspond to the amount at which the underwriter is willing to purchase at that interest rate, and the total sum of all the subscription amounts at different subscription interest rates of the underwriter shall correspond to the total sum that such underwriter is willing to purchase.

- 3、 对于本期债券，每个承销商申购总金额下限为人民币 1,000 万元（含），且必须是人民币 1,000 万元的整数倍。

The minimum subscription amount of the Bonds for each underwriter is RMB10,000,000 (inclusive), and must be an integral multiple of RMB10,000,000.

- 4、 对本期债券的每一品种，每个承销商在申购期间内可以且仅可以向牵头簿记管理人提交一份《申购要约》。

For each tranche of the Bonds, each underwriter can and shall only submit one (1) Subscription Order to the Lead Bookrunner during the subscription period.

六、 确定发行规模

Determination of Issuance Amount

发行人计划采用发行金额动态调整机制以确定本期债券（品种一）和本期债券（品种二）的发行金额。

The Issuer plans to adopt a dynamic adjustment mechanism in the offering to determine the issuance amount for each of the Tranche 1 Bonds and the Tranche 2 Bonds.

本期债券（品种一）的基础发行金额为人民币 15 亿元，发行金额上限为人民币 20 亿元（受限于簿记建档结果）；本期债券（品种二）的基础发行金额为人民币 15 亿元，发行金额上限为人民币 20 亿元（受限于簿记建档结果）。

The basic offering amount for the Tranche 1 Bonds is RMB1.5 billion and the maximum offering amount is RMB2 billion, subject to bookbuilding results; and the basic offering amount for the Tranche 2 Bonds is RMB1.5 billion and the maximum offering amount is RMB2 billion, subject to bookbuilding results.

发行人将在不晚于簿记建档截止前一（1）小时（即簿记建档日的北京时间 17:00）确定本期债券（品种一）和本期债券（品种二）的发行金额下限。

No later than one (1) hour before the bookbuilding process ends, i.e. 17:00 on the Bookbuilding Date Beijing time, the Issuer shall determine the minimum issuance amount for each of the Tranche 1 Bonds and the Tranche 2 Bonds.

在簿记建档于簿记建档日的北京时间 18:00 截止后，发行人可根据申购订单情况在上述本期债券（品种一）和/或本期债券（品种二）的发行金额区间内向上调整发行金额。发行人将根据申购订单情况分别确定本期债券（品种一）和本期债券（品种二）的最终发行金额。牵头簿记管理人将记录本期债券（品种一）和本期债券（品种二）各自的最终发行金额及所对应的最终发行利率，并将在登记托管机构网站（□中国债券信息网，■上海清算所网站）和中国货币网上刊登的有关本期债券（品种一）和本期债券（品种二）的发行情况公告中予以公布。

After the bookbuilding session ends at 18:00 on the Bookbuilding Date Beijing time, the Issuer may increase the issuance amount within the above-referenced range of offering amount for the Tranche 1 Bonds and/or the Tranche 2 Bonds based on the subscription orders received. The Issuer shall determine the final issuance amount for each of the Tranche 1 Bonds and the Tranche 2 Bonds based on the subscription orders received. The Lead Bookrunner shall keep records of such final issuance amount and the corresponding final interest rate for each of the Tranche 1 Bonds and the Tranche 2 Bonds, which will be included in the Issue Outcome Announcements for each of the Tranche 1 Bonds and the Tranche 2 Bonds to be published on the websites of the Registration & Custodian Institution (□ChinaBond, ■Shanghai Clearing House) and Chinamoney.

七、 债务融资工具定价

Pricing of the Bonds

本期债券定价原则及方式如下：

Pricing of the Bonds will follow these methods and principles:

■方式一：

Method 1:

1、足额或超募的定价

Pricing Arrangements for a Full Subscription or Over-Subscription

申购时间截止后，牵头簿记管理人将全部合规申购订单按申购利率由低到高逐一排列，分别取募满本期债券（品种一）和本期债券（品种二）发行金额所对应的申购利率作为本期债券（品种一）和本期债券（品种二）各自的最终发行利率。

After the end of the subscription period, the Lead Bookrunner shall rearrange all the eligible subscription orders according to their proposed subscription interest rates (from the lowest to highest), and take the interest rate which corresponds to the full subscription of the final issuance amount of each of the Tranche 1 Bonds and the Tranche 2 Bonds as the final interest rate for the Tranche 1 Bonds and the Tranche 2 Bonds, respectively.

2、认购不足的定价

Pricing Arrangements for an Under-Subscription

集中簿记建档中，如出现本期债券（品种一）或本期债券（品种二）的全部合规申购订单的金额小于根据以上第六部分“确定发行规模”所确定的发行金额下限的情况，则主承销商将按照其与发行人就本期债券的相关承销事宜所订立的协议的相关约定启动余额包销流程，以确保全额募集款项的缴付。

During the centralized bookbuilding process, in case that the amount of all the eligible subscription orders for the Tranche 1 Bonds or the Tranche 2 Bonds (as applicable) is less than the minimum issuance amount thereof determined pursuant to Part VI (*Determination of Issuance Amount*), the Principal Underwriters will initiate the standby underwriting process pursuant to the relevant provisions in the agreements entered between, among others, the Principal Underwriters and the Issuer in connection with the underwriting of the Bonds to ensure the payment of the full issuance amount of the Bonds.

□方式二：

Method 2:

八、 配售与缴款

Allocation and Settlement

1. 定义：

Definitions

- (1) **合规申购订单：**在最终确定的发行利率以下（含）仍有申购数量的符合牵头簿记管理人格式要求的，于规定截止时间前通过集中簿记建档系统发送至牵头簿记管理人处，其申购价位位于本《申购说明》所确定的申购区间内，且其他内容亦符合本《申购说明》要求的《申购要约》。

Eligible Subscription Order: shall mean a Subscription Order with a subscription interest rate within the subscription interest rate range set forth in this Terms of Subscription with subscription amount(s) at or below the final interest rate, which is submitted in the form required by the Lead Bookrunner before the cut-off time via the centralized bookbuilding system to the bookbuilding department of the Lead Bookrunner, and which meets other requirements under this Terms of Subscription with regard to other contents thereof.

- (2) **有效申购要约：**每一合规申购订单中在最终确定的发行利率以下（含）的申购数量总和。

Valid Subscription Orders: shall mean the total subscription amount in each Eligible Subscription Order at or below the final interest rate.

- (3) **有效申购总金额：**所有有效申购要约的本期债券的申购金额总和。

Total Valid Subscription Amount: shall mean the aggregate subscription sum in all Valid Subscription Orders for the Bonds.

2. 配售原则：

Allocation Principles:

本期债券簿记建档截止后，配售环节开始前，主承销商、承销团成员（如有）应将有效申购要约相关《投资人申购信息表》发送至发行人和债券配售人。

After the bookbuilding session ends and before allocation session for the Bonds commences, the Principal Underwriters and the Underwriting Syndicate members (if any) shall deliver the Investor Subscription Information Form with the information on Valid Subscription Orders to the Issuer and the Bond Allocation Manager.

本期债券按照如下原则及方式进行配售：

Allocation of the Bonds will follow these methods and principles:

■方式一：

Method 1:

- (1) 配售原则

Allocation principles

发行人及债券配售人应遵守“价格优先”的原则对本期债券（品种一）和本期债券（品种二）进行配售。就本期债券（品种一）和本期债券（品种二）分别而言，申购利率低于相应品种的发行利率的申购订单应获得该品种的全额配售；在边际区域则应按以下原则进行配售：

The Issuer and the Bond Allocation Manager shall allocate the Tranche 1 Bonds and the Tranche 2 Bonds in accordance with the principle of “ranking the subscription orders based on pricing”. The subscription orders at interest rates lower than the final interest rate for the Tranche 1 Bonds and the subscription orders at interest rates lower than the final interest rate for the Tranche 2 Bonds shall receive allocation in full, and the allocation to the subscription orders at the final interest rate for the Tranche 1 Bonds and the final interest rate for the Tranche 2 Bonds shall be conducted in accordance with the following principles:

(a) 配售优先级 — 投资人类别

Allocation priority – investor categories

以下类别的投资者将优先获得配售：

- (i) 长期机构投资者；
- (ii) 除主承销商以外的投资机构；及
- (iii) 基金投资者。

为避免疑问，上述第(i)至(iii)项所列类别的投资人享有同等的配售优先级。

The following categories of investors will receive allocations in priority:

- (i) long-term institutional investors;
- (ii) investment institutions other than the Principal Underwriters; and
- (iii) fund investors.

For the avoidance of doubt, the investors specified in the above categories (i) through (iii) will rank equally in terms of allocation priority.

(b) 配售优先级 — 申购订单的提交时间

Allocation priority – timing of submission of subscription orders

发行人和债券配售人可以根据申购订单的提交时间实施优先配售。根据通过集中簿记建档系统向牵头簿记管理人的簿记管理处提交申购订单的时间，较早提交申购订单的投资人可以优先于较晚提交申购订单的投资人获得配售。

The Issuer and the Bond Allocation Manager may implement an allocation priority based on the timing of submission of subscription orders. The investors having submitted subscription orders earlier may receive allocation in priority to the investors having submitted subscription orders later, based on the timing of the submission of subscription orders via the centralized bookbuilding system to the bookbuilding department of the Lead Bookrunner.

发行人和债券配售人将综合考虑上述(a)中列明的投资人类别和(b)中明确的申购订单提交时间的优先级确定本期债券（品种一）和/或本期债券（品种二）在边际区域的配售。

The Issuer and the Bond Allocation Manager will consider allocation priority set out in both (a) investor categories and (b) the timing of submission of subscription orders above in determining the allocation to the subscription orders at the final interest rate for the Tranche 1 Bonds and/or the Tranche 2 Bonds,

respectively.

债券配售人应根据上述债券配售原则分别形成本期债券（品种一）和本期债券（品种二）的配售方案，经其集体决策会议议定，并经发行人书面或邮件确认同意后开展本期债券（品种一）和本期债券（品种二）的配售工作。

The Bond Allocation Manager shall formulate the allocation plan for each of the Tranche 1 Bonds and the Tranche 2 Bonds, in accordance with above allocation principles, which shall be approved through its collective decision-making meeting and confirmed in writing or by email by the Issuer before the allocation process commences.

（2）配售方式

Allocation method

发行人和债券配售人原则上采用如下方式安排配售：

The Issuer and the Bond Allocation Manager shall, in principle, adopt the following allocation arrangements:

- a. 如本期债券（品种一）或本期债券（品种二）簿记建档利率区间内的有效申购总金额低于或等于根据以上第六部分“确定发行规模”所确定的本期债券（品种一）或本期债券（品种二）相应的发行金额下限，原则上应分别对本期债券（品种一）或本期债券（品种二）的全部有效申购要约进行全额配售；

in the event that the Total Valid Subscription Amount within the interest rate range for the Tranche 1 Bonds or the Tranche 2 Bonds set for bookbuilding is less than or equals to the minimum issuance amount for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, as determined pursuant to Part VI (*Determination of Issuance Amount*) above, the full subscription amount for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, shall, in principle, be allocated with respect to all of the Valid Subscription Orders therefor;

- b. 如本期债券（品种一）或本期债券（品种二）簿记建档利率区间内的有效申购总金额超过根据以上第六部分“确定发行规模”所确定的本期债券（品种一）或本期债券（品种二）相应的发行金额下限，申购利率低于本期债券（品种一）或本期债券（品种二）相应的最终发行利率的有效申购要约应获得全额配售；本期债券（品种一）或本期债券（品种二）各自的边际区域应根据上述第（1）节载明的本期债券配售原则开展配售，由债券配售人根据上述债券配售原则形成配售方案，经发行人书面或邮件确认同意后，开展配售工作。债券配售人应详细说明本期债券（品种一）及本期债券（品种二）各自的边际区域债券配售过程和配售方案，通过集中簿记建档系统做好相关记录

in the event that the Total Valid Subscription Amount within the interest rate range for the Tranche 1 Bonds or the Tranche 2 Bonds set for bookbuilding is more than the minimum issuance amount for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, as determined pursuant to Part IV above, the Valid Subscription Orders at interest rates lower than the final interest rate

for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, shall receive allocation in full, and the allocation to the Valid Subscription Orders at the final interest rate for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, shall be conducted in accordance with the allocation principles set out in Section (1) above. The Bond Allocation Manager shall formulate the allocation plan in accordance with above allocation principles, which shall be confirmed by the Issuer in writing or by email before the allocation process commences. The Bond Allocation Manager shall provide detailed explanations on the allocation process and allocation plan with respect to the subscription orders at the final interest rate for each of the Tranche 1 Bonds and the Tranche 2 Bonds, and enter the relevant records into the centralized bookbuilding system..

(3) 配售调整情况

Allocation Adjustments:

债券配售人应当对配售情况进行核查。对有下列情形之一的，经其集体决策会议议定，并经发行人确认后，可对配售结果进行适当调整，并作好相关记录：

The Bond Allocation Manager shall verify the status of the allocations. In any of the following scenarios, upon the deliberation through the collective decision-making meeting of the Bond Allocation Manager and the confirmation by the Issuer, the Bond Allocation Manager may make appropriate adjustments to the allocation results as follows, and maintain proper records of such adjustments:

- a. 对各主承销商和承销团各成员设有基本承销额的，须满足对本期债券（品种一）或本期债券（品种二）（视情况而定）基本承销额的配售；

if a basic underwriting amount is set for each Principal Underwriter and Underwriting Syndicate member, the Tranche 1 Bonds or the Tranche 2 Bonds (as applicable) of the basic underwriting amount shall be allocated to each such party

- b. 对本期债券（品种一）和本期债券（品种二）分别而言，有效申购总金额超过根据以上第六部分“确定发行规模”所确定的相应的发行金额下限的，若出现某配售对象边际上的获配量小于 1,000 万元的情况，经与其协商，可整量配售或不配售。

in the event that Total Valid Subscription Amount for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, exceed the minimum issuance amount for the Tranche 1 Bonds or the Tranche 2 Bonds, respectively, as determined pursuant to Part VI (*Determination of Issuance Amount*) above, if any party receives an allocation of the Tranche 1 Bonds or the Tranche 2 Bonds (as applicable) which are not in multiples of RMB10 million, upon consultation, such party may receive a final allocation of RMB10 million or multiples thereof or no allocation.

如有以上情形，债券配售人将做好说明和记录，并妥善保存。

In any of the above scenarios, the Bond Allocation Manager shall prepare a detailed description of such process and maintain proper records.

(4) 不予配售情况

Non-allocation scenarios

债券配售人应当对拟配售对象的情况进行核查。对有下列情形之一的，经债券配售人集体决策会议议定并经发行人确认后，可不予配售：

The Bond Allocation Manager shall verify the identity and eligibility of each party which is proposed to receive allocations. In any of the following scenarios, upon approval by the Bond Allocation Manager through its collective decision-making meeting and confirmation by the Issuer, the types of parties listed below may not receive any allocation:

- a. 拟配售对象的名称、账户资料与其登记的不一致的；或
its name or account information is inconsistent with the information on the records it filed; or
- b. 拟配售对象有违法违规或者违反诚信原则历史的。
it has previously violated laws or regulations or the principle of good faith.

如有以上情形，债券配售人将做好说明和记录，并妥善保管。

In case of any of the above scenarios, the Bond Allocation Manager shall prepare a full description and maintain proper records

□方式二：

Method 2:

3. 配售结果确认

Confirmation on allocation results

配售方案经发行人确认同意后，债券配售人应及时向获得本期债券（品种一）及/或本期债券（品种二）配售的主承销商和承销团成员（如有）发送《配售金额确认表》。对于未获得配售的主承销商和承销团成员（如有），债券配售人应及时告知其结果。主承销商和承销团成员应严格按照债券配售人发送的《配售金额确认表》开展本期债券（品种一）及本期债券（品种二）分销。

Upon the Issuer's confirmation and approval on the allocation plan, the Bond Allocation Manager shall promptly deliver a Confirmation on Investor's Allocation Amount to the Principal Underwriters and the Underwriting Syndicate members (if any) who have received allocations of the Tranche 1 Bonds and/or the Tranche 2 Bonds. The Bond Allocation Manager shall promptly inform the Principal Underwriters and the Underwriting Syndicate members (if any) that have not received any allocation of the Bonds. The Principal Underwriters and the Underwriting Syndicate members shall distribute the Tranche 1 Bonds and the Tranche 2 Bonds in accordance with the Confirmation on Investor's Allocation Amount delivered by the Bond Allocation Manager.

4. 缴款办法：

Settlement method:

牵头簿记管理人中国银行股份有限公司将于 2024 年 6 月 18 日将本期债券（品种一）和本期债券（品种二）的配售确认及缴款通知书（以下简称“《配售确认及缴款通知书》”）通过集中簿记建档系统发送，通知各承销商获配本期债券（品种一）和/或本期债券（品种二）的面值金额和需缴纳的认购款金额、付款日期、划款账户等，承销商应按照《配售确认及缴款通知书》要求，于缴款日（2024 年 6 月 19 日）上午 11:00 前足额将认购款项划至牵头簿记管理人指定的账户。

The Lead Bookrunner, Bank of China Limited, shall notify the underwriters in writing, by delivering the Allocation Confirmation and Payment Notice (the “**Allocation & Payment Notice**”) for each of the Tranche 1 Bonds and Tranche 2 Bonds via the centralized bookbuilding system on 18 June 2024, of their respective allocations of the face amount of the Tranche 1 Bonds and/or Tranche 2 Bonds and the required subscription amount to be paid, the payment date, the settlement account, etc. Each underwriter shall, as required under the Allocation & Payment Notice, deliver its subscription amount to the settlement account designated by the Lead Bookrunner before 11:00 am of the payment date, 18 June 2024.

九、 牵头簿记管理人联系方式

Contact information of the Lead Bookrunner

1. 牵头簿记管理人联系方式

Contact information of the Lead Bookrunner

名 称	中国银行股份有限公司		
地 址	北京市复兴门内大街 1 号	邮 编	100818
联系人	徐家盛		
电 话	+86 10 6659 5027		
传 真	+86 10 6659 1706		

Name	Bank of China Limited		
Address	No.1 Fuxingmen Nei Dajie, Beijing	ZIP code	100818
Contact	Jiasheng Xu		
Telephone	+86 10 6659 5027		
Facsimile	+86 10 6659 1706		

2. 牵头簿记管理人指定缴款账户：

Information of the account designated by the Lead Bookrunner

户名	中国银行总行
----	--------

账号	110400393
开户行	中国银行总行
大额支付系统号	104100000004

Account Name	Head Office of Bank of China Limited
Account No.	110400393
Account Bank	Head Office of Bank of China Limited
CNAPS Code	104100000004

各承销商应就其认购本期债券的有关事宜咨询其法律顾问及其他有关专业人士，并对认购本期债券的合法、合规性自行承担 responsibility。

Each underwriter shall consult its own legal counsel and other relevant professionals, and assume responsibilities for the legitimacy and compliance with relevant rules and regulations with respect to its subscription for the Bonds.

（本页为《宝马中国资本有限责任公司 2024 年第一期中期票据（债券通）申购说明》签署页）

发行人：

宝马中国资本有限责任公司

BMW China Capital B.V.



姓名：R. Edelmann

职务：董事

日期：2024年6月14日



姓名：G.S. Ramcharan

职务：董事

日期：2024年6月14日

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